

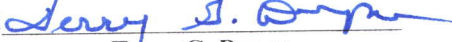
NICHOLLS STATE UNIVERSITY
PURCHASING DEPARTMENT
PO BOX 2052 University Station
104 Elkins Hall
Thibodaux, La 70310
Phone No. (985) 448-4038
Fax No. (985) 448-4921
EO/AA Employer, M/F/H/V

BID NO. **SB01520**

Date: **March 12, 2010**

INVITATION, BID AND ACCEPTANCE

INVITATION: Sealed bids, subject to the conditions herein stated and attached hereto, will be received at this office until **3:00 P.M. on April 07, 2010** and then publicly opened for furnishing the items and/or services as described below for Nicholls State University.

Signed 
Terry G. Dupre
Director of Purchasing

The right is reserved to reject all or part of your offer as well as to cancel this entire solicitation

DESCRIPTION

"Provide and Install Indoor Siren Systems".....

INSTRUCTIONS: YOUR BID IS TO BE MADE ON THE ATTACHED FORM AND RETURNED WITH THIS "INVITATION" IN THE ENCLOSED ENVELOPE. 2. The University cannot accept bids or alterations by wire, phone or facsimile. 3. **ALL PRICES ARE TO BE QUOTED COMPLETE AND F.O.B. NICHOLLS STATE UNIVERSITY, THIBODAUX, LA.** 4. All prices assumed firm unless otherwise stated. 5. Any bid received after bid closing time will be returned unopened. 6. **As a state agency, the University is NOT liable for state sales tax enacted by the State Legislature and in effect at the time of issuance of the order.** 7. Do not include federal excise tax unless requested. 8. Unless otherwise specified all bids shall be binding for 30 calendar days from date of bid opening. 9. **FAILURE TO SIGN IN INK WILL BE CAUSE FOR BID NOT TO BE CONSIDERED.** 10. Additions for packing or other items not quoted will not be allowed.

BIDDER SHALL FILL IN ALL BLANK SPACES

Terms will be _____ and shipment will be made within _____ days of receipt of order.

BID

In compliance with the above invitation for bids and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within _____ days from the date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section). (In case of a continuing contract this price shall remain in effect until _____.)

Bidder _____

Signed _____

Address _____

Title _____

Phone (____) _____

Email _____

Fax (____) _____

Date _____

Acceptance by NICHOLLS STATE UNIVERSITY, THIBODAUX, LOUISIANA

Accepted as to items numbered _____

Signed _____

Purchasing Office

P.O. Box 2052
Thibodaux, LA 70310
985.448.4038
Fax: 448.4921

NICHOLLS
STATE UNIVERSITY

March 12, 2010

PUBLIC NOTICE INVITATION TO BID

Sealed bids will be received by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La.
On, **April 07, 2010, 2010 at 3:00 P.M.** for:

"Bid Number SB01520 – PROVIDE AND INSTALL INDOOR SIREN SYSTEMS"

At which time and place the bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the specifications are on file in the Office of the Director of Purchasing, NICHOLLS STATE UNIVERSITY, Thibodaux, LA. The specification may also be obtained in electronic format by visiting the State of Louisiana, Office of State Purchasing, LaPAC Web Site, <http://www.wprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days.

The University reserves the right to reject any or all bids, and to waive any informalities.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(A)(1)(C) and/or R.S. 39:1594(C)(2) (D).

An Equal Opportunity Employer.

NICHOLLS STATE UNIVERSITY
THIBODAUX, LOUISIANA



TERRY G. DUPRE
Director of Purchasing

TO BE RUN: March 17, 2010

TO BE OPENED: April 07, 2010

**STATE OF LOUISIANA
NICHOLLS STATE UNIVERSITY
THIBODAUX, LOUISIANA**

The Nicholls State University (NSU) Purchasing Department will receive sealed bids until 3:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the NSU Purchasing Department received after 3:00 P.M. on the date specified. Beginning at that time, bids shall be publicly opened and read aloud to those present in the NSU Purchasing Department.

Mail address: Nicholls State University
Purchasing Department
P. O. Box 2052
Thibodaux, LA 70310

Delivery: Nicholls State University
Purchasing Department
906 East First Street
Room 104 Elkins Hall
Thibodaux, LA 70301

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Nicholls State University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

INSTRUCTIONS TO BIDDERS

- 1) **Bid Forms:** All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in ink by an authorized representative of the bidding entity. Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; (3) photocopy of bidder's signature; and (4) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.
- 2) **Special Envelope:** To assure consideration, all bids should be submitted in the special bid envelope if furnished for that purpose. In the event bid contains bulky material, the special bid envelope should be firmly affixed to the mailing envelope.
- 3) **Standard of Quality:** Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 4) **Descriptive Information:** Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 5) **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the NSU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.
- 6) **Louisiana Preference:** Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response on the form provided and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.
- 7) **Signature Authority:** In accordance with LA Revised Statute 39:1594 (Act 121), the person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.

-Continued-

-Continued-

GENERAL CONDITIONS

The NSU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

- 1) **Prices:** Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - NSU, Thibodaux, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by NSU in the solicitation document.
- 2) **Payment Terms:** Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) **Delivery:** Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) **Taxes:** Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) **New Products:** Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) **Default of Contractor:** Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) **Contract Cancellation:** The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) **Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) **Equal Opportunity:** By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, handicap, disability, veteran status, or any other non-merit factor.
- 10) **Bid Bonds:** If a bid bond is required, a bid bond must be submitted for each separate bid response. The bid bond shall be in an amount equal to 5% of the bid price submitted and alternates, if any. The bid security shall be in a form of a bid bond or certified check, or cashiers check.

(PLEASE NOTE THAT A BID BOND MUST BE SIGNED BY THE AGENT OR ATTORNEY-IN-FACT OF THE SURETY.)

(*) The surety or insurance company furnishing the bid bond shall be currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

FOR THIS BID SOLICITATION:

BID BOND REQUIRED: ☐ Yes ☒ No

PERFORMANCE AND
PAYMENT BONDS REQUIRED: ☐ YES ☒ NO

PURCHASE WILL BE EXECUTED WITH: ☒ Purchase Order Only
☐ Purchase Order and Formal Two Party Contract
☐ Formal Two Party Contract Only

A Member of the University of Louisiana System

**NOTICE TO BIDDERS: ITEMS PURCHASED THAT ARE PRODUCED,
MANUFACTURED, ASSEMBLED, GROWN, OR HARVESTED IN LOUISIANA
ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.**

SPECIAL CONDITIONS

BID NUMBER: SB01520 BID OPENING: April 07, 2010 at 3:00 PM

In accordance with the Louisiana Revised Status 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____

SPECIFY ITEM NUMBER(S) _____

Specify location within Louisiana where this product is produced, manufactured, grown or assembled:

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

Bidder shall provide with bid detailed information as to how the item qualifies for this preference.

This preference may be allowed if all of the following conditions are met:

- 1) The cost of such item(s) does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the state by more than 10%***
- 2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.***
- 3) In cases where more that one bidder offers Louisiana items which are within ten percent of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.***

CONDITIONS OF PURCHASE

The following conditions, unless otherwise stated in the bid document, will apply to all purchase orders:

Merchandise must be accompanied by delivery slip or shipping list showing items shipped or delivered and the purchase order number. THE PURCHASE ORDER NUMBER must appear on all invoices, delivery memoranda, bills of lading packages and correspondence.

The University is not responsible for goods delivered or work done without a written order. No allowance for boxing or crating. Unauthorized quantities in excess of this order will be returned or held subject to shipper's order, expense and risk.

Contractor warrants that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agrees that this warranty shall survive acceptance of the merchandise and that contractor will bear the cost of inspecting rejected merchandise.

All rejected goods will be held at contractor's risk and expense, subject to contractor's prompt advice as to disposition. Unless otherwise arranged, all rejected goods will be returned at contractor's expense.

Contractor will, at its expense defend the University against any claim that any merchandise to be furnished hereunder infringes a patent or copyright in the United States or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally as a result of such claim.

Specifications
NICHOLLS STATE UNIVERSITY
Thibodaux, LA
Provide and Install Indoor Emergency Sirens
Page 1 of 5

1.0 GENERAL REQUIREMENTS

Furnish and install VHF electronic wireless indoor siren systems in various identified buildings on campus of Nicholls State University located in Thibodaux, LA. It is the intent of the University to use these indoor siren systems as a means to notify students, faculty, and staff via horn notification and/or voice notification. The indoor systems shall be required to communicate and/or interact with the existing Whelen Siren System on campus and activate when the existing Siren System is Activated.

The successful bidder should supply all labor, tools, materials and equipment to install five (5) indoor systems in buildings identified below. One (1) system per building. The University shall supply all power to the poles. The University currently has a 150mhz frequency that is utilized for the existing siren system.

The University has provided a desktop computer to run the existing software and siren system.

ALL WORK MUST BE COMPLETED BY JUNE 30th, 2010. PLEASE STATE YOUR ABILITY TO MEET THIS DEADLINE ON THE BID FORM. THE ABILITY TO MEET THIS DEADLINE WILL BE A FACTOR WHEN DETERMINING BID AWARD.

Products specified are manufactured by Whelen Corporation. Please provide pricing on these items, or equivalent. If bidding an equivalent to the item specified, bidder should provide detailed specifications with their bid response. Failure to include the information may be cause for bid to be rejected.

The successful bidder shall supply the following items at a minimum (list may not be all inclusive – bidder is responsible for analyzing needs of our system and providing the proper materials):

<u>Item No.</u>	<u>Quantity</u>	<u>Part No.</u>	<u>Description</u>
1	5 Each	IPS400 I	Indoor Siren with aluminum cabinet, batteries and charger
2	5 Each	RDVM960	Digital Voice Messages (Must match existing messaging, or communicate with existing system to play messaging released on existing system)
3	5 Each	C202H	VHF, DTMF 10 Digit Two-way control

Specifications
NICHOLLS STATE UNIVERSITY
Thibodaux, LA
Provide and Install Indoor Emergency Sirens
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Items Continued:

<u>Item No.</u>	<u>Quantity</u>	<u>Part No.</u>	<u>Description</u>
4	5 Each	MSGPROGL	Recording of messaging at manufacturer Library
5	5 Each	WBS8T725BRV	Set of 24 speakers in building, per building Total Number of Speakers - 120
6	1 Each		Required speaker wire and Plenum Rated Coaxial cable for entire project
7	1 Each		Required Coaxial Connectors PL Type for entire project
8	1 Each		Delivery, Installation Services, Programming, (Price shall include all shipping and freight charges)

One complete system to be installed in the following systems:

- | | | | | | |
|----|-------------|----|-------------------------|----|---------------|
| A. | Ayo Hall | B. | Ellender Library | C. | Picciola Hall |
| D. | Gouaux Hall | E. | Ellender Residence Hall | | |

2.0 SPECIFICATIONS

1. IPS400 I Indoor Siren:

- Two Compartment Type 1 Natural Finish Aluminum Cabinet
- Public Address Capability
- Two Gell Cell Batteries
- Battery Powered Minimum of 30 minutes for full power output
- AC temperature compensated 5 amp battery charger
- Local controls or remote controls
- One power amplifier
- Electronic siren controller, tone generator, timer, local control push buttons, battery switch, SI Test, Battery Tray,
- Six standard public warning tones-Wail, Whoop, Attack, Hi-Lo, Alert, Airhorn

Specifications
NICHOLLS STATE UNIVERSITY
Thibodaux, LA
Provide and Install Indoor Emergency Sirens
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2. RDVM960 – 960 second board
 - From 1 – 16 verbal messages and musical renditions of varying lengths may be programmed into all modules
 - Variable length messages and musical renditions may be stored and repeated (up to 15 times) without using up additional message time
 - Select musical renditions, including some over one minute in length. May include taps, reveille, To the Colors, Retreat, National Anthem, etc.
 - Standard message memory is 960 seconds
 - Short attention getting prelude may preface messages
 - Messages are recorded at manufacturer under studio conditions and have digitally formatted audio for clear reproduction and intelligibility at full system range.
 - Digitalized standard messages to be available as well as custom messages.
 - Modules are compatible with ESC2020 configurations and older ESC864 configurations
 - System should have clear and effective public address broadcasting
 - With use of the digital voice option, power output during the message broadcast may be increased by 25%
 - Custom messages relate to public warning situations appropriate to owners instructions.
 - Playback levels should be pre-set for optimum voice broadcasting levels and clarity.
 - Owner to provide text for custom recording or select from successful bidders recording library
 - Messages may be imported from and studio-like condition wav file in any language.
3. No detailed specifications required
4. No detailed specification required

Specifications
NICHOLLS STATE UNIVERSITY
Thibodaux, LA
Provide and Install Indoor Emergency Sirens
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5. Bogan WBS8T725BRV – Speakers, or equal
 - 4 watt capacity
 - 5-different power taps available (4, 2, 1, 1/3, 1/4, 1/8 watts)
 - Simulated walnut finish
 - Pre- Assembled
 - Works with 70V and 25V amplifier outputs
 - 8" Cone speaker
 - 6 oz. or 10 oz. magnet weights
 - Recessed volume control
 - Screw terminal
 - Wall mount-installation
 - Mounting hardware to be included.
6. No detailed specification required.
7. No detailed specification required
8. No detailed specification required

3.0 DOCUMENTATION

Complete installation, operation and maintenance manuals should be provided for the sirens. The manuals should contain replacement part numbers with drawings or pictures showing part locations. Each siren should have a manual inside the control cabinet for service personnel.

4.0 WARRANTY

The siren should be covered by a warranty of at least (2) years parts replacement and (1) year labor for material and manufacturing defects.

Specifications
NICHOLLS STATE UNIVERSITY
Thibodaux, LA
Provide and Install Indoor Emergency Sirens
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5.0 INSURANCE

The successful bidder should be required to provide a certificate of insurance as per the attached "Standardized Insurance Requirements for State of Louisiana Contracts" and a signed indemnification agreement. The insurance certificate shall name Nicholls State University as an additional insured and grant a waiver of subrogation.

6.0 SITE VISIT

A site visit may be scheduled by contacting Mr. Brian Clausen, Director of Environmental Health and Safety, (985) 448-4783.

Bid Form
NICHOLLS STATE UNIVERSITY
Thibodaux, LA
Provide and Install Indoor Emergency Sirens
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Net lump sum to provide all labor, tools, materials, and equipment to provide and install Indoor Emergency Siren Systems in the identified buildings on the campus of Nicholls State University as per the specifications provided:

5 EACH @ _____ EACH = \$ _____

Pricing must include all shipping, training and installation costs.

BID SUBMITTED BY: _____
(Print or Type Name)

E-MAIL ADDRESS: _____

ADDRESS: _____

TELEPHONE/FAX No.s _____ / _____

Receipt of addendums should be acknowledged below. Failure to acknowledge receipt of addendum may be cause for bid to be rejected:

_____, _____, _____

STANDARDIZED INSURANCE REQUIREMENTS FOR STATE AGENCY CONTRACTS

****CHAPTER 7****

INSURANCE AND INDEMNIFICATION

Before commencing work, the other party (vendor/contractor and/or subcontractor) shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A:VI or better and shall provide evidence of such insurance to the Agency, as may be required by the contracting agency. The policies or certificates thereof, shall provide the thirty days prior to cancellation notices of same shall be given to the Agency by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the other party and identify the agreement or contract number.

- A. Worker's Compensation - Statutory - in compliance with the Compensation law of the State.
Exception: Employers Liability is to be \$1,000,000 when work is to be over water and involves maritime exposure. (A.M. Best's rating requirement mentioned above is waived for workers compensation coverage only.)
- B. Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall show on the certificate of insurance which of the following coverages is not included in the policy, if any:
 - 1. Premises - Operations
 - 2. Broad Form Contractual Liability
 - 3. Products and Completed Operations
 - 4. Use of Contractors and Subcontractors
 - 5. Personal Injury
 - 6. Broad Form Property Damage
- C. Automobile Liability Insurance with a minimum of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:
 - 1. Owned automobiles
 - 2. Hired automobiles
 - 3. Non-owned automobiles

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, the automobile coverage is not required.

Location of operation shall be "All Locations".

- D. Other Party's Professional Liability. The other party shall provide proof of such insurance. (Minimum limits of \$1,000,000). Required in the "Special Conditions" of the contract specifications.
- E. Builders Risk Coverage: (See information on following pages) DOES NOT APPLY TO THIS CONTRACT
- F. If at any time any of the policies shall become unsatisfactory to the Agency as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the Agency, the other party shall obtain a new policy, submit the same to the Agency for approval and submit a certificate of insurance as required in the contract. Upon failure of the other party to furnish, deliver and maintain such insurance as above provided, this contract at the election of the Agency may be forthwith declared suspended, discontinued or terminated. Failure of the other party to take out and/or maintain any required insurance, shall not relieve the other party from any liability under the contract, nor shall the insurance be construed to conflict with the obligations of the other party concerning indemnification.

G. All policies and certificates of insurance of the other party shall reflect the following:

1. The other party's insurer will have no right of recovery or subrogation against the Agency, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the described insurance.
2. The Agency shall be named as an "additional insured" as regards negligence by the contractor. (ISO form CG 20 1011 85).
3. The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of policy.

H. The following Indemnification Agreement shall be, and is hereby, a provision of the contract:

The other party agrees to protect, defend, indemnify, have and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any or omission of the other party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claims, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, commissions, its agents, representatives, and/or employees. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc) is groundless, false or fraudulent.

- I. Any and all deductibles in the below described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the other party.
- J. The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of policy.
- K. All property losses shall be made payable to and adjusted with the Agency.
- L. Neither the acceptance of the completed work nor payment therefor shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.
- M. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.
- N. If any of the Property and Casualty insurance requirements (Exhibit A or B) are not complied with at their renewal dates, payments to the Contractor/Subcontractor may be withheld until those requirements have been met, or at the option of the Agency, the Agency may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor.

****EXHIBIT A****

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability Insurance.
4. Builders Risk Coverage.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.
4. Builder's Risk Coverage : Does Not apply to this contract

A General Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto. The general contractor's policy shall provide "ALL RISK" Builder's Risk insurance (extended to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) The "All Risk" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril not to exceed 10% of the cost of those repair and/or replacements.

Flood coverage shall be provided by the Contractor on the first floor and below for projects North of the Interstate Corridor beginning at the Texas - Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to the Louisiana - Mississippi border. Flood sub-limit shall equal an amount no lower than ten percent (10%) of the total contract cost per occurrence. Coverage for roofing projects shall not require flood coverage.

On projects South of this corridor, flood coverage shall be provided by the State of Louisiana, as the owner, through the National Flood Insurance Program (NFIP). The Contractor will be liable for the \$5,000 deductible on the NFIP policy from the Notice to Proceed date through the Notice of Final Acceptance date of the project.

A specialty contractor shall purchase and maintain property insurance upon the system to be installed for an amount equal to the greater of the full-completed value or the amount of the contract including any amendments thereto. The specialty contractor may provide an installation floater with the same coverage as the "ALL RISK" Builder's Risk insurance policy.

The policy must include the interest of the Owner, Contractor and Subcontractors as their interest may appear. The Contractor has the right to purchase coverage or self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

Policies insuring projects involving additions, alterations or repairs to existing buildings or structures must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the State of Louisiana policy of self-insurance or any commercial property insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, policy of self-insurance, this company agrees to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, this company and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company (or ORM) agree that the decision of the appraisers and the umpire if involved, will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of

the State

of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.

- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of not less than A:VI. This rating requirement will be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

****EXHIBIT D****

INDEMNIFICATION AGREEMENT

The _____ agrees to protect, defend, indemnify, save,
Contractor/Subcontractor/Lessee/Supplier

and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grown out of any act of commission of

_____,
Contractor/Subcontractor/Lessee/Supplier

its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by _____ as a result of any claim,
Contractor/Subcontractor/Lessee/Supplier

demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

_____ agrees to investigate, handle, respond to,
Contractor/Subcontractor/Lessee/Supplier

provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by

Company Name

Signature

Title

Date Accepted

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract Number _____ for NICHOLLS STATE UNVIERSITY (#4820)
State Agency Number and Name

PURPOSE OF CONTRACT: _____

